



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

GAIL FARBER, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

March 16, 2010

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

IN REPLY PLEASE
REFER TO FILE: **WM-4**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

#38 MARCH 16, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**MARINA DEL REY HARBOR TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOAD
COORDINATED MONITORING PLAN AND SPECIAL STUDIES
MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES,
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND
THE CITIES OF CULVER CITY AND LOS ANGELES
(SUPERVISORIAL DISTRICTS 2, 3, AND 4)
(3 VOTES)**

SUBJECT

This action is to enter into a cooperative Memorandum of Agreement between the Los Angeles County Flood Control District and the participating agencies who are responsible for sharing the costs of implementing the coordinated monitoring plan and preparing the special studies as required by the Marina del Rey Harbor Toxic Pollutants Total Maximum Daily Load. Participating agencies are: the Cities of Culver City and Los Angeles and the County of Los Angeles.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE BOARD OF
SUPERVISORS OF LOS ANGELES COUNTY AND THE GOVERNING BODY OF
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Approve the project and, based on available funding appropriation, authorize the Chief Executive Officer or his designee, on behalf of the County of Los Angeles, and the Chief Engineer of the Los Angeles County Flood Control District or her designee, on behalf of the Los Angeles County Flood

Control District, to execute a Memorandum of Agreement between the County of Los Angeles, the Los Angeles County Flood Control District, and the Cities of Culver City and Los Angeles for a total cost not to exceed \$4.47 million over a three-year term, to implement the coordinated monitoring plan and preparing special studies as required by the Marina del Rey Harbor Toxic Pollutants Total Maximum Daily Load.

3. Authorize the Chief Executive Officer or his designee, on behalf of the County of Los Angeles, and the Chief Engineer of the Los Angeles County Flood Control District or her designee, on behalf of the Los Angeles County Flood Control District, to execute any necessary amendments to the Memorandum of Agreement with the other participating agencies, including the addition of the California Department of Transportation as party to the agreement, to share in the costs of implementing the coordinated monitoring plan and preparing special studies provided that any amendments, which relate to cost are budgeted and do not increase the County's cost under the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to find that the project is exempt from the California Environmental Quality Act (CEQA) and authorize the Chief Executive Officer or his designee, on behalf of the County of Los Angeles (County), and the Chief Engineer of the Los Angeles County Flood Control District or her designee, on behalf of the Los Angeles County Flood Control District (LACFCD), to enter into a Memorandum of Agreement (MOA) with the Cities of Culver City and Los Angeles.

The responsible agencies identified in the Marina del Rey Harbor Toxic Pollutants TMDL (MdRH Toxic TMDL) are the Cities of Culver City and Los Angeles (Cities), the California Department of Transportation (Caltrans), and the County.

Under the MOA, the Cities and the County will jointly fund the implementation of the required Coordinated Monitoring Plan (CMP) and the preparation of the mandated special studies based on available funding appropriations. Due to the current State budget, Caltrans has not received funding necessary to participate in the CMP and special studies. As a result, the County and Caltrans will notify the California Regional Water Quality Control Board, Los Angeles region (Regional Board), of Caltrans' inability to participate in the project. Each agency's share of the project cost is based on its jurisdictional land area within the Marina del Rey Watershed. The costs that would have been paid by Caltrans, had it been able to participate, have been distributed to the other three remaining agencies according to their proportional share of jurisdictional land area. The LACFCD will implement the CMP and the special studies on behalf of

the Cities and the County and will be paid a fee of up to 5 percent of the cost of the work performed under the MOA.

Due to the urgency of the MdrH Toxic TMDL deadlines established by the Regional Board, the potential for enforcement actions by the Regional Board, and the infeasibility of excluding Caltrans roads and rights-of-way from technical studies and monitoring plans, staff from the remaining responsible agencies under the MdrH Toxic TMDL, the County and the Cities, have expressed willingness to recommend to their elected officials that the CMP and the special studies be continued without Caltrans. Should Caltrans be able to fund this effort in the future, the County, the LACFCD, and the Cities may amend the MOA to add Caltrans and seek reimbursement from Caltrans for its share of the costs.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The MOA supports the development of cooperative partnerships with local agencies to effectively leverage our resources using a collaborative effort. Also, implementation of the CMP and the special studies fulfill the requirements under the MdrH Toxic TMDL to assess the quality of stormwater and urban runoff conveyed within the LACFCD storm drains and will ultimately improve the quality of life for communities.

FISCAL IMPACT/FINANCING

As shown on Exhibit C of the MOA, the cost is \$1.33 million for the first year, \$1.88 million for the second year, and \$1.26 million for the third year, totaling \$4.47 million over three years. The costs include consultant fees for monitoring and special studies, LACFCD contract management costs, and a 10 percent contingency provision.

The net County cost for the unincorporated County area and the proportional share resulting from Caltrans' nonparticipation is estimated at \$1.99 million for the three-year term of the agreement. The net County cost for the first year, including a proportional share of \$6,071 associated with Caltrans' nonparticipation (as shown in Exhibit D in the MOA) is estimated at \$592,730, which includes program and contract management costs of \$541,188 and contingency funding for program costs of up to \$51,542. This amount is included in Public Works' Fiscal Year 2009-10 Final General Fund Budget. Funding for the remaining \$740,912 to cover the first year costs for the Cities is included in the LACFCD Fiscal Year 2009-10 Final Budget. Under the MOA, these parties will reimburse the LACFCD for their share of the work, which includes their respective

proportional share of Caltrans' nonparticipation and project management costs, and contingency funding for unforeseen additional work.

Funding for projected costs in subsequent years will be included in future fiscal year budget requests for both the Public Works' General Fund and LACFCD and is subject to your Board's approval. Participating agencies will continue to reimburse the LACFCD for their share of costs under the MOA in future years, contingent upon funding approval by their respective governing bodies.

Inability to fund the second and/or third years of the contract will prevent continuance of the CMP and prevent completion of the special studies. As a result, the County and the Cities will be unable to provide technical or monitoring reports as required by the Regional Board pursuant to the MdrH Toxic TMDL requirements. Provision of technical or monitoring reports enables the County and the Cities to respond to requests from the Regional Board with information that could result in more cost-efficient programs in the long run. It will also avoid the potential that the Regional Board will seek to enforce the MdrH Toxic TMDL through orders and violations, which could result in civil penalties.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Regional Board adopted the MdrH Toxic TMDL, which subsequently became effective on March 22, 2006. The MdrH Toxic TMDL identifies the existing National Pollutant Discharge Elimination System stormwater permits and names the County, the Cities, and Caltrans as responsible agencies. Due to the location of the Marina del Rey Harbor, the Regional Board also designated the County as the primary jurisdiction for coordinating the implementation of the MdrH Toxic TMDL with the Regional Board.

As required by the MdrH Toxic TMDL, responsible agencies submitted a CMP to the Regional Board on March 22, 2007. On March 3, 2009, the Regional Board approved the CMP and directed responsible agencies to implement the CMP.

The CMP consists of both dry-weather and stormwater monitoring. The dry-weather monitoring consists of the harbor water-quality monitoring, sediment quality monitoring, and bioaccumulation monitoring within the Marina del Rey Harbor. Stormwater monitoring consists of the design, installation, and operation of automated water samplers and stormwater sampling. The automated water samplers will be installed within the LACFCD storm drains in order to monitor the water quality of the runoff from Caltrans, the Cities, and County unincorporated areas.

The MdrH Toxic TMDL also requires the special studies be conducted to refine source assessments and better estimate loading capacity. The MdrH Toxic TMDL special studies are due to the Regional Board by March 22, 2011.

The LACFCD will be acting on behalf of the County and the Cities to implement the CMP and the special studies. Funding for the CMP and special studies is being shared by the County and the Cities as indicated in Exhibit C of the MOA. Each participating agency's share in the project cost was based on its jurisdictional land area within the Marina del Rey Watershed. As a result of Caltrans' inability to participate in this project, each agency's cost share has increased by the remaining proportionate jurisdictional land area associated with Caltrans roads and rights-of-way, thereby increasing each agency's share of the project cost by approximately 1 percent. Separate encroachment permits will be acquired from Caltrans if the right to access and entry to Caltrans' property is necessary to complete activities under the MOA.

The staff and counsels of the responsible agencies have approved the MOA in concept. Upon your Board's delegation of authority, Public Works will distribute the MOA to be executed first by the Cities. The MOA, in a form substantially similar to the enclosed, will be subsequently approved as to form by County Counsel prior to execution by the Chief Executive Officer or his designee and the Chief Engineer or her designee.

ENVIRONMENTAL DOCUMENTATION

The proposed activity is statutorily exempt from CEQA. The proposed MOA, which includes funding for the implementation of the CMP and the preparation of mandated special studies related to the MdrH Toxic TMDL involves feasibility and planning studies for possible future actions, which have not been approved, adopted, or funded and, therefore, is exempt under Section 15262 of the State CEQA Guidelines. Further, the proposed activity does not include the adoption of a plan that will have a legally binding effect on later activities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will benefit the County by sharing in the cost of implementing the CMP and the cost of developing MdrH Toxic TMDL special studies with other agencies. There will be no negative impact on current services.

The Honorable Board of Supervisors
March 16, 2010
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CONCLUSION

Please return one adopted copy of this letter to the Chief Executive Office, Community and Municipal Services Cluster, and the Department of Public Works, Watershed Management Division.

Respectfully submitted,


GAIL FARBER
Director of Public Works
WILLIAM T FUJIOKA
Chief Executive Officer

GF:GH:ad
WTF:LS:DSP:BK

Enclosure

c: Executive Office
County Counsel
Auditor-Controller
Caltrans
City of Culver City
City of Los Angeles

MEMORANDUM OF AGREEMENT

MARINA DEL REY HARBOR TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOAD COORDINATED MONITORING PLAN AND SPECIAL STUDIES

This Memorandum of Agreement (Agreement) is made and entered into as of the date of the last signature set forth below by and between the COUNTY OF LOS ANGELES (COUNTY), the CITY OF LOS ANGELES (LOS ANGELES), and the CITY OF CULVER CITY (CULVER CITY), collectively referred to herein as the Parties or individually as Party, and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (DISTRICT).

WHEREAS, on October 6, 2005, the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) adopted Resolution No. 2005-012 (Resolution 2005-012), with the intent to reduce metals and organic compounds to improve water quality in the Marina del Rey Harbor (MdrH), herein referred to as Toxic Total Maximum Daily Load (TMDL); and

WHEREAS, the MdrH Toxic TMDL was approved by the United States Environmental Protection Agency (USEPA) on March 16, 2006, and became effective on March 22, 2006; and

WHEREAS, the MdrH Toxic TMDL is not self-enforcing and has not been incorporated into the National Pollutant Discharge Elimination System (NPDES) Permit regarding Waste Discharge Requirements for Municipal Stormwater and Urban Runoff Discharges within the COUNTY and the incorporated cities therein, and the California Department of Transportation (CALTRANS) Statewide Stormwater NPDES Permit in the manner required for the MdrH Toxic TMDL limits to be legally enforceable, at the time of the first signature set forth below; and

WHEREAS, the MdrH Toxic TMDL addresses water quality impairments throughout the MdrH, including assessment of fish tissue, assessment of sediment quality impairments in the MdrH's Back Basins, and assessment of stormwater quality and storm-borne sediment quality of the Marina del Rey Watershed; and

WHEREAS, the MdrH Toxic TMDL identifies the COUNTY, CULVER CITY, LOS ANGELES, and CALTRANS as agencies responsible for meeting the waste load allocations. The MdrH Toxic TMDL further identifies that COUNTY is designated as the primary jurisdiction for coordinating with the Regional Board on the MdrH Toxic TMDL implementation; and

WHEREAS, the MdrH Toxic TMDL provides that a monitoring plan be submitted to the Regional Board for approval; and

WHEREAS, on March 22, 2007, the Parties and CALTRANS submitted a monitoring plan, entitled, Marina del Rey Harbor Toxic Pollutants Total Maximum Daily Load Coordinated Monitoring Plan (herein referred to as CMP) to the Regional Board and obtained final approval from the Regional Board on March 3, 2009; and

WHEREAS, on August 31, 2009, under the direction of the Regional Board, the CMP was updated by the Parties and CALTRANS to include additional monitoring locations for the MdrH Toxic TMDL, and subsequently approved by the Regional Board on October 28, 2009; and

WHEREAS, the MdrH Toxic TMDL also requires the preparation of two special studies by the Parties and CALTRANS to: (1) evaluate partitioning coefficients between water column and sediment; and (2) evaluate the use of low detection level techniques, herein referred to as TMDL Special Studies; and

WHEREAS, the DISTRICT will act on behalf of the Parties to implement the ambient monitoring requirements of the CMP and preparation of the TMDL special studies, herein referred to as PROJECT; and

WHEREAS, CALTRANS, due to current budget restrictions is unable to participate in this Agreement; however, if funds are appropriated, may participate by amendment to this Agreement; and

WHEREAS, the Parties have agreed to provide funding, subject to annual budget approval, to the DISTRICT for PROJECT, in accordance with each party's cost allocations set forth in Exhibit D, which is enclosed hereto and made a part hereof.

NOW, THEREFORE, the Parties and the DISTRICT do hereby agree as follows:

AGREEMENT

Section 1 Recitals

The recitals set forth above are fully incorporated as part of this Agreement.

Section 2 Purpose

1. The purpose of this Agreement is to memorialize the Parties' commitment for the payment for and performance of the PROJECT by the DISTRICT, on behalf of the Parties, that are consistent with the approved CMP and the MdrH Toxic TMDL.
2. Marina del Rey Harbor Toxic Pollutants Total Maximum Daily Load Coordinated Monitoring Plan (CMP) - The CMP, dated August 30, 2009, is available at <ftp://dpwftp.co.la.ca.us/pub/wmd/Data%20Management/MDR%20Toxics%20TM>

DL%20CMP/MdRH%20Toxics%20RB%20Approved%20CMP.pdf. The CMP includes the implementation of the Ambient Monitoring and the Effectiveness Monitoring (Section 4.0 Materials and Methods, Appendix N Table N-2). The Ambient Monitoring, are the monitoring tasks listed with an ambient monitoring frequency (Section 4 Tables 4.1-4.5, and Appendix N Table N-2), and has been further categorized as dry-weather monitoring and stormwater monitoring. The dry-weather monitoring consists of the MdRH water quality monitoring, benthic sediment quality monitoring, and bioaccumulation monitoring. Stormwater monitoring consists of the site design for automated water samplers listed in Exhibit B, procuring, installing, and operating and maintaining the automated water samplers (auto-samplers), as well as for preparing for and conducting stormwater monitoring in the Marina del Rey Harbor and Watershed.

3. TMDL Special Studies – The MdRH Toxic TMDL requires two special studies be conducted to refine source assessment, better loading capacity, and optimize implementation efforts. These studies include: (1) Evaluation of partitioning coefficients between water column and sediment; and (2) Evaluation of the use of low detection level techniques to determine water quality concentrations for those contaminants where standard detection limits cannot be used.

Section 3 Responsibilities of the District

1. Equipment Procurement – The DISTRICT will procure all auto-samplers and appurtenant equipment necessary for those sites listed in Exhibit B required for stormwater monitoring as prescribed in the CMP.
2. Project Management – The DISTRICT will manage the PROJECT, including consultant contract management, in order to perform the services prescribed in the CMP and conduct the TMDL Special Studies. The DISTRICT will manage the PROJECT, administer the consultant contract(s) on behalf of the Parties, and invoice the Parties for an administration fee not to exceed five percent (5%) of each jurisdiction's share of the total consultant contract amount as shown on Exhibit C. Performance of all above services by the DISTRICT's retained consultant(s) is expressly conditioned upon all Parties and DISTRICT listed in Exhibit A having an authorized budget appropriation and entering into, an on-going participation in, this Agreement. Sufficient funding in any program year must be available to the DISTRICT from all Parties or remaining Parties prior to the DISTRICT's consultant performing any of the above services.
3. Contingency – The DISTRICT, in consultation with the Parties, shall establish each Party's share of cost for the DISTRICT's equipment procurement, as well as the DISTRICT's consultant(s) services necessary to implement the PROJECT. The cost allocation percentages among the Parties and the estimated PROJECT costs for all design, procurement, installation, operation and maintenance, special studies, as well as monitoring activities are shown by program year in Exhibit C. Any costs not expended will be reimbursed to the Parties by the DISTRICT. If the DISTRICT

anticipates that actual costs will exceed these estimates, the DISTRICT will notify the Parties and obtain prior approval of such expenditures. Upon approval, the Parties will be responsible for reimbursing the DISTRICT for their proportionate share, however, overall cost reimbursement shall not exceed ten percent (10%) of the estimated total program costs as shown in Exhibit C. Within the restrictions of the Parties' budget appropriations, the Parties agree to negotiate in good faith to reimburse the DISTRICT for any additional costs of work herein which exceed ten percent of the estimated program costs. The DISTRICT will maintain a detailed account of expenditures for review by the Parties upon request. Any such request for a detailed accounting by the DISTRICT shall be fulfilled within eight (8) business days, excluding Fridays.

4. Reporting – The DISTRICT will submit an Annual Report to all Parties for review and approval prior to submittal to the Regional Board as described in the CMP. Any Party will have the right to request copies of the monitoring report(s) at any time.
5. Auto-sampler Maintenance and Designated Custodian – The DISTRICT's consultant will conduct all routine and necessary maintenance of the auto-samplers on behalf of all Parties. The DISTRICT will also serve as the custodian/owner-representative of all monitoring equipment and appurtenant structures during the term of this Agreement and after the expiration of this Agreement, with the provision that the same equipment and appurtenant structures will be available for use, if all Parties herein, enter a subsequent monitoring agreement and agree therein to further cost-sharing of DISTRICT's and/or its representative's costs for the use and maintenance of such, for the purposes of carrying out the CMP required by this Toxic TMDL.

Section 4 Responsibilities of Parties

1. Documentation – The Parties agree, at no cost to the DISTRICT, to provide all requested information and documentation to the DISTRICT that DISTRICT deems necessary to perform the services required to implement the PROJECT.
2. Grant of Access Rights
 - A. Access to DISTRICT and COUNTY Facilities – During the term of this Agreement, the DISTRICT and COUNTY grant to the Parties the right of access and entry to all DISTRICT and/or COUNTY owned and accessed streets, storm drains, creeks, beaches, pump plants, low-flow diversions, and existing monitoring stations subject to this Agreement at all reasonable times for the purpose of the Parties delegating any Party duties and obligations described in this Agreement which might arise in relation to the performance of the PROJECT. Prior to exercising said right of entry, any Party shall provide written notice to the DISTRICT and COUNTY at least 48 hours in advance. For the purposes of this provision, written notice shall include notice delivered via e-mail with a return-receipt that has been given to the sender. All notices provided

pursuant to this article shall be delivered to the representative of the DISTRICT and COUNTY to be notified.

- B. Access to LOS ANGELES Facilities – During the term of this Agreement, LOS ANGELES grants to the Parties and DISTRICT the right of access and entry to all LOS ANGELES owned and accessed streets, storm drains, sewers, creeks, low-flow diversions, beaches, and existing monitoring stations subject to this Agreement at all reasonable times for the purpose of the Parties and DISTRICT delegating any Party or DISTRICT duties and obligations described in this Agreement which might arise in relation to the performance of the PROJECT. Prior to exercising said right of entry, the Parties and DISTRICT shall provide reasonable written notice to LOS ANGELES at least 48 hours in advance. For the purposes of this provision, written notice shall include notice delivered via e-mail. All notices provided pursuant to this article shall be delivered to the representative of LOS ANGELES to be notified.
 - C. Access to CULVER CITY Facilities – During the term of this Agreement, CULVER CITY grants to the Parties and DISTRICT the right of access and entry to all CULVER CITY owned and accessed streets, storm drains, creeks, beaches, and existing monitoring stations subject to this Agreement at all reasonable times for the purpose of the Parties and DISTRICT discharging any Party or DISTRICT duties and obligations described in this Agreement which might arise in relation to the performance of the PROJECT. Prior to exercising said right of entry, the Parties and DISTRICT shall provide reasonable written notice to CULVER CITY at least 48 hours in advance. For the purposes of this provision, written notice shall include notice delivered via e-mail. All notices provided pursuant to this article shall be delivered to the representative of CULVER CITY to be notified.
- 3. Cost Reimbursement – The Parties agree to reimburse the DISTRICT, subject to annual budget authority, each Party's proportional share of the PROJECT by program year as shown in Exhibit C for the MdrH Toxic TMDL activities covered in this Agreement.

Section 5 Invoice and Payment

- 1. Payment – Each Party shall reimburse the DISTRICT, subject to annual budget authority, for its proportional share of the total cost of the PROJECT not to exceed the amount as shown in Exhibit C. Notwithstanding the foregoing, the annual payment shall be revised only upon mutual consent of the Parties in writing.
- 2. Funding – The Parties' funding encumbered under this Agreement is evidenced by the signature of each Party certifying as to funds, subject to annual budget authority, not to exceed the amount as shown in Exhibit C.

3. Invoice – The DISTRICT will invoice the Parties upon execution of this Agreement. The DISTRICT shall invoice the Parties that have been listed in Exhibit A for the PROJECT for each program year authorized by the Parties as shown in Exhibit C. The Parties shall pay the invoice after its receipt from the DISTRICT. In all cases, the actual PROJECT expenses shall be reconciled by the DISTRICT and all invoices shall be paid by the Parties no later than the end of the program year.

Section 6 Term of Agreement

1. This Agreement shall become effective upon all Parties and DISTRICT listed in Exhibit A executing this Agreement and it shall remain and continue in effect for a period of three years from the effective date of the Agreement upon verification of annual budget authority. This Agreement may continue on a month to month basis after the expiration date until a new agreement is executed for employing the COUNTY, the DISTRICT or another Party to perform monitoring services, on behalf of the Parties, but is not to exceed twelve (12) months after this Agreement's termination date. The costs for all such services shall be one-twelfth (1/12) of the estimated annual cost. During the unexpired term of this Agreement, any Party may demand that the other Parties negotiate, in good faith, modifications to the Agreement that may be reasonably necessary because of any of the following changed circumstances:
 - A. There is a material change in the regulatory framework for stormwater and urban runoffs; or
 - B. There is a change, either addition or deletion, of monitoring locations, equipment, tests or sampling methodologies or costs including any proposed reallocation of cost among the Parties, and/or frequency of tests; or
 - C. There is a material change (in excess of the costs estimated in Exhibit C) in the cost of equipment, designing monitoring sites, equipment installation, providing equipment operation and maintenance services, or monitoring or preparing for monitoring in the approved locations, or the special studies; or
 - D. There is a change in the budgetary circumstances of one of the Parties.
2. Any Party, or DISTRICT, may terminate its participation in this Agreement for any reason, in whole or part, by giving all other Parties and DISTRICT a thirty-day (30-day) written notice thereof. The terminating Party shall remain responsible for the allocated costs related to the execution of the PROJECT incurred up to the effective date of the Party's termination.

Section 7 General Provisions

1. Notices – Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement or other communication required or permitted

hereunder, shall be in writing and shall be delivered to the representative of each Party at the addresses set forth below. The Parties and DISTRICT shall promptly notify each other of any change to the contact information provided below. Written notice shall include notice delivered via e-mail. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or return-receipt accompanied e-mail; or (b) on the third business day following deposit in the United States mail, postage prepaid to the addresses set forth in Exhibit A.

2. Separate Accounting and Auditing – The DISTRICT agrees to establish a separate account to track the revenues from the other Parties and the expenses pursuant to this Agreement.
3. Relationship of the Parties and the DISTRICT – The Parties and the DISTRICT are and shall remain at all times as to each other, wholly independent entities. No Party to this Agreement shall have power to incur any debt, obligation, or liability on behalf of another Party or otherwise act as an agent of another Party except as expressly provided to the contrary by this Agreement.
4. Cooperation, Further Acts – The Parties and the DISTRICT shall cooperate fully with one another to attain the purposes of this Agreement.
5. Amendments – All amendments to this Agreement, including any proposed amendments to Exhibit C, must be in writing, approved and executed by all Parties and DISTRICT. The authorized signatory of this Agreement is authorized to execute any amendments that do not extend this Agreement by more than twelve months.
6. Indemnification – Each Party and the DISTRICT shall be solely responsible and liable in connection with its actions associated with its responsibilities under this Agreement. All Parties and the DISTRICT shall indemnify, defend, and hold one another harmless for all losses, claims, and liability arising to the extent of their negligence or willful misconduct.

In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the Parties and the DISTRICT hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act of omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each of the Parties and the DISTRICT indemnifies, defends, and holds harmless each other Party and the DISTRICT for any liability, cost, or expense that may be imposed upon such other Party and the DISTRICT solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

- "

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be executed on their behalf as of the date specified below, respectively, as follows:

COUNTY OF LOS ANGELES

Dated: _____

By _____
Chief Executive Officer

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT,
a body corporate and politic

By _____
Director of Public Works

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

CITY OF LOS ANGELES

Dated: _____

By _____
Cynthia M. Ruiz, President
Board of Public Works

ATTEST:

By _____
June Lagmay, City Clerk

APPROVED AS TO FORM:

Carmen Trutanich, City Attorney

By _____
Ted Jordan
Assistant City Attorney

CITY OF CULVER CITY

Dated: _____

By _____

Mark Scott
City Manager

APPROVED AS TO CONTENT:

By _____

Charles Herbertson,
Public Works Director

APPROVED AS TO FINANCING:

By _____

Jeff Muir
Chief Financial Officer

APPROVED AS TO FORM:

By _____

Carol Schwab
City Attorney

Exhibit A

Responsible Agencies and Contact Information

Exhibit A
Agencies and Contact Information

County of Los Angeles and the Los Angeles County Flood Control District:

County of Los Angeles
Chief Executive Office
Office of Unincorporated Area Services
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 723
Los Angeles, CA 90012
Attention: Burt Kumagawa, bkumagawa@ceo.lacounty.gov
Phone No.: (213) 893-9742

County of Los Angeles
Department of Public Works
Watershed Management Division, 11th floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Attention: County and District Representative
Oliver Galang, P.E., ogalang@dpw.lacounty.gov
Phone No.: (626) 458-4364
Fax: (626) 457-1526

City of Los Angeles:

Bills and Invoices
City of Los Angeles
Bureau of Sanitation
1149 South Broadway, 9th Floor
Los Angeles, CA 90015
Attention: Financial Management Division
Fax: (213) 485-4269

All Other Notices, Reports and Communications
City of Los Angeles
Watershed Protection Division
1149 South Broadway, 10th floor
Los Angeles, CA 90015
Attention: Shahram Kharaghani, PhD, P.E., Program Manager
Shahram.Kharaghani@lacity.org
Phone No.: (213) 485-0587
Fax: (213) 485-3939

City of Culver City:

City of Culver City
Department of Public Works, Engineering Division
9770 Culver Boulevard, 2nd floor
Culver City, CA 90232
Party Representative: Charles Herbertson, Public Works Director
Phone No.: (310) 253-5630
Fax: (310) 253-5619

Exhibit B

Monitoring Locations and Frequency

Exhibit B

**TABLE 1
MONITORING LOCATIONS AND FREQUENCY**

| Monitoring Location Name | Sampling Location Type | Sampling Frequency | | Lat. | Long. | Thomas Guide | % of Total Drainage Area | Comment |
|--------------------------|--------------------------|--|---|--------|---------|--------------|--------------------------|---|
| | | Ambient* | Effectiveness** | | | | | |
| MdR-1 | Storm Drain, Underground | N/A | Wet-weather event/ Both Water and Sediment | 33.997 | 118.453 | 672:A5 | 10.4% | Penmar Ave and Victoria Ave. Southbound on Penmar Ave. |
| MdR-2 | Storm Drain, Underground | N/A | Wet-weather event/ Both Water and Sediment | 33.994 | 118.451 | 672:A5 | 20.2% | Venice Blvd and Penmar Ave. 200 ft south on Penmar Ave. |
| MdR-3 | Project No. 5243 LFD | Wet-weather event/ Stormwater quality only | Wet-weather event/ Both Water and Sediment | 33.989 | 118.450 | 672:A6 | 40.9% | Washington Blvd and Thatcher Ave |
| MdR-4 | Project No. 3872 LFD | Wet-weather event/ Stormwater quality only | Wet-weather event/ Both Water and Sediment | 33.986 | 118.453 | 672:A6 | 16.5% | At the pump house at the east end of Oxford Basin |
| MdR-5 | Project No. 3874 LFD | Wet-weather event / Stormwater quality only | Wet-weather event/ Both Water and Sediment | 33.985 | 118.459 | 671:J6 | 6.7% | At the existing Boone-Olive Pump House and LFD |
| MdRU-C1 | Catch Basin | Wet-weather event / Stormwater quality only | Wet-weather event/ Both Water and Sediment | 33.983 | 118.443 | 672:B7 | 0.5% | North of Bali and Admiralty Ways |
| MdRU-C2 | Catch Basin | Wet-weather event / Stormwater quality only | Wet-weather event/ Both Water and Sediment | 33.989 | 118.457 | 671:J6 | 2.2% | North of Abbot Kinney Blvd and Woodlawn Ave |

Exhibit C

COST TABLES

Exhibit C Coordinated Monitoring and Special Studies Cost Tables

TABLE 1
PROGRAM COST

| TASK INFORMATION | | Program Year 1 | Program Year 2 | Program Year 3 | Total |
|----------------------------|--|---------------------|---------------------|---------------------|---------------------|
| Task | Description | | | | |
| | Monitoring Program | | | | |
| 1 | Dry-Weather Monitoring Program | \$ 660,600 | \$ 503,800 | \$ 503,800 | \$ 1,668,200 |
| 2 | Stormwater Monitoring Program | \$ 499,089 | \$ 630,840 | \$ 588,672 | \$ 1,718,601 |
| | Special Studies Program | | | | |
| 3 | TMDL Special Studies | \$ - | \$ 500,000 | \$ - | \$ 500,000 |
| Total Program Costs | | \$ 1,159,689 | \$ 1,634,640 | \$ 1,092,472 | \$ 3,886,801 |
| 4 | Agencies ¹ share of Contract Mgt. Cost ² | \$ 57,984 | \$ 81,732 | \$ 54,624 | \$ 194,340 |
| 5 | Contingency (10%) ³ | \$ 115,969 | \$ 163,464 | \$ 109,247 | \$ 388,680 |
| Grand Total | | \$ 1,333,642 | \$ 1,879,836 | \$ 1,256,343 | \$ 4,469,821 |

TABLE 2
AGENCY COST SHARE

| Agency | County of Los Angeles ⁴ | City of Los Angeles | City of Culver City | Total |
|--|------------------------------------|---------------------|---------------------|-------|
| Jurisdictional Area (Acres) | 816 | 983 | 37 | 1836 |
| Jurisdictional % of the Marina Del Rey Watershed | 44.44% | 53.54% | 2.02% | 100% |

| YEAR | DESCRIPTION | County of Los Angeles | City of Los Angeles | City of Culver City | Total |
|--------------------|---|-----------------------|---------------------|---------------------|---------------------|
| Program Year 1 | Program Cost (Monitoring and Special Studies) | \$ 515,417 | \$ 620,901 | \$ 23,370 | \$ 1,159,688 |
| | Contract Mgt Cost ² | \$ 25,771 | \$ 31,045 | \$ 1,169 | \$ 57,985 |
| | Contingency (10%) ³ | \$ 51,542 | \$ 62,090 | \$ 2,337 | \$ 115,969 |
| | Total Cost | \$ 592,730 | \$ 714,036 | \$ 26,876 | \$ 1,333,642 |
| Program Year 2 | Program Cost (Monitoring and Special Studies) | \$ 726,507 | \$ 875,191 | \$ 32,942 | \$ 1,634,640 |
| | Contract Mgt Cost ² | \$ 36,325 | \$ 43,760 | \$ 1,647 | \$ 81,732 |
| | Contingency (10%) ³ | \$ 72,651 | \$ 87,519 | \$ 3,294 | \$ 163,464 |
| | Total Cost | \$ 835,483 | \$ 1,006,470 | \$ 37,883 | \$ 1,879,836 |
| Program Year 3 | Program Cost (Monitoring and Special Studies) | \$ 485,543 | \$ 584,913 | \$ 22,016 | \$ 1,092,472 |
| | Contract Mgt Cost ² | \$ 24,277 | \$ 29,246 | \$ 1,101 | \$ 54,624 |
| | Contingency (10%) ³ | \$ 48,554 | \$ 58,491 | \$ 2,202 | \$ 109,247 |
| | Total Cost | \$ 558,374 | \$ 672,650 | \$ 25,319 | \$ 1,256,343 |
| Grand Total | | \$ 1,986,587 | \$ 2,393,156 | \$ 90,078 | \$ 4,469,821 |

Notes

¹ Responsible Agencies named under the Marina del Rey Toxic Pollutants TMDL are the County of Los Angeles, City of Los Angeles, City of Culver City, and Caltrans. Due to the State Budget crisis, CALTRANS will be unable to participate in the Marina del Rey Toxics TMDL CMP MOA. However, should Caltrans receive funding, the Parties may amend the Agreement to facilitate Caltrans Participation.

² The Los Angeles County Flood Control District manages the Project on behalf of the Parties at the rate of 5% of each agency's share.

³ Contingency is for a not to exceed of 10% of the Program cost pursuant to Section 3, Article 3 of the Agreement. Contingency will not be invoiced, unless there is a need to utilize the contingency fund by the LACFCD.

⁴ County of Los Angeles Unincorporated Area (Jurisdictional area) is the Lead Jurisdiction under the Marina del Rey Toxic Pollutants TMDL.

Exhibit D

Agency Cost Impact due to Caltrans' Non-Participation

Exhibit D
Coordinated Monitoring and Special Studies
Cost Impact Table Due to Caltrans' Non-Participation

TABLE 1
JURISDICTIONAL COST SHARE BY AGENCY

| DESCRIPTION | County of Los Angeles Uninc. Areas | City of Los Angeles | City of Culver City | Caltrans | Total |
|-----------------------------|------------------------------------|---------------------|---------------------|------------------|---------------------|
| Year 1 Program Year Cost | \$ 586,659 | \$ 706,722 | \$ 26,601 | \$ 13,660 | \$ 1,333,642 |
| Year 2 Program Year Cost | \$ 826,925 | \$ 996,161 | \$ 37,495 | \$ 19,255 | \$ 1,879,836 |
| Year 3 Program Year Cost | \$ 552,656 | \$ 665,760 | \$ 25,059 | \$ 12,868 | \$ 1,256,343 |
| Total Cost by Agency | \$ 1,966,240 | \$ 2,368,643 | \$ 89,155 | \$ 45,783 | \$ 4,469,821 |

TABLE 2
JURISDICTIONAL COST SHARE without CALTRANS Participation

| DESCRIPTION | County of Los Angeles Uninc. Areas | City of Los Angeles | City of Culver City | Caltrans | Total |
|---|------------------------------------|---------------------|---------------------|----------|---------------------|
| Year 1 Program Year Cost | \$ 592,730 | \$ 714,036 | \$ 26,876 | | \$ 1,333,642 |
| Year 2 Program Year Cost | \$ 835,483 | \$ 1,006,470 | \$ 37,883 | | \$ 1,879,836 |
| Year 3 Program Year Cost | \$ 558,374 | \$ 672,650 | \$ 25,319 | | \$ 1,256,343 |
| Total Jurisdictional Cost w/o Caltrans | \$ 1,986,587 | \$ 2,393,156 | \$ 90,078 | | \$ 4,469,821 |

TABLE 3
JURISDICTIONAL COST IMPACT as a Result of CALTRANS

| DESCRIPTION | County of Los Angeles Uninc. Areas | City of Los Angeles | City of Culver City | Caltrans | Total |
|--|------------------------------------|---------------------|---------------------|----------|------------------|
| Year 1 Cost Increase | \$ 6,071 | \$ 7,314 | \$ 275 | | \$ 13,660 |
| Year 2 Cost Increase | \$ 8,558 | \$ 10,309 | \$ 388 | | \$ 19,255 |
| Year 3 Cost Increase | \$ 5,718 | \$ 6,890 | \$ 260 | | \$ 12,868 |
| Total Program Cost Increase by Agency | \$ 20,347 | \$ 24,513 | \$ 923 | | \$ 45,783 |
| Jurisdictional Percentage | 44.44% | 53.54% | 2.02% | | 100.0% |
| Cost Increase Percentage by Agency | 1% | 1% | 1% | | 1% |

Note

1. Due to the State Budget crisis, CALTRANS will be unable to participate in the Marina del Rey Toxics TMDL CMP MOA. However, should Caltrans receive funding, the Parties may amend the Agreement to facilitate Caltrans Participation.
2. CALTRANS is required to provide the County with a notice that the State will be unable to participate in the CMP and special studies.

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